boundaries, or to location or identity, we find this sharp conflict in the cases. *Hicks* v. *Deemer,* 187 Ill. 164, 58 N. E. 252; *Mountain* v. *Day,* 91 Minn. 249, 97 N. W. 883.

GOVERNOR'S VETO—DIVISION OF ITEM IN APPROPRIATION BILL.—The legislature of Wyoming included in an appropriation bill an item of $15,000 for the expenses of the State Geologist. The governor approved the item to the extent of $10,000 and disapproved $5,000 thereof. The State Constitution gave him the right to veto "item or items, or part or parts" of an appropriation bill. *Held,* this constitutional provision gives him the right to veto a part of an item. *State ex rel. Jamison* v. *Forsyth* (Wyo.), 133 Pac. 521.

The veto power is not inherent in the Governor, but is conferred upon him by the state constitution, and it must be strictly construed by that instrument. *State ex rel. Teachers of Industrial Institute* v. *Holder,* 76 Miss. 158, 23 So. 643; *Fulmore* v. *Lane* (Tex.), 140 S. W. 405; *May* v. *Topping,* 65 W. Va. 656, 64 S. E. 848. And where the language is plain and the intent clearly deducible, extrinsic circumstances and practical construction are not permitted to have force in its interpretation. STORY ON CONST. 5 ed., 407; COOLEY'S CONST. LIM. 6 ed., 84. Applying, this acknowledged rule of construction to the provision in question, it seems evident that the Governor was given the right to veto only *in toto* any distinct item of the bill. The result obtained was due to the failure of the court to observe the distinction between "item" and "part of an item," or in construing a "part of a bill" to mean a "part of an item," which loose construction is hardly justifiable.

NUISANCES PER SE—PROOF OF NEGLIGENCE.—In an action by plaintiff to recover damages for injuries sustained as a result of the explosion of the defendant's nitroglycerin factory. *Held,* proof of the defendant's negligence is not essential to the plaintiff's recovery. *French* v. *Center Creek Powder Mfg. Co.* (Mo.), 158 S. W. 723. See NOTES, p. 146.

PARENT AND CHILD—EMANCIPATION—RIGHTS OF PARENT'S CREDITORS.—A father employed his infant son at a salary of $100 a month, and the son paid his mother $6 a week for board and lodging. The son had never been expressly emancipated, and the only evidence introduced in support of the implied emancipation was the testimony of the father and son. *Held,* the implied emancipation, under an oral agreement, is not sufficient to justify allowing the son to recover from his bankrupt father's estate, the balance due him on his salary for the three months prior to the adjudication. *Re Riff,* 205 Fed. 406.

The earnings of an unemancipated child may be reached by the parent's creditors and subjected to the parent's debts. *Donegan* v. *Davis,* 66 Ala. 362. But an infant's earnings cannot be reached by creditors of the parent where the parent has clearly relinquished his right to those earnings. *Penn* v. *Whitehead,* 17 Gratt. (Va.) 503, 94 Am. Dec. 478; *Whiting* v. *Earle,* 3 Pick. (Mass.) 201, 15 Am. Dec. 207. A bona fide employment of an infant by his father at stipulated wages is valid and

enforcible as between him and creditors of his father. *Wilson* v. *McMillan,* 62 Ga. 17, 35 Am. Rep. 115; *Hargrove* v. *Turner,* 112 Ga. 134, 37 S. E. 89. A parent may emancipate his child even though he be in a hopeless state of insolvency. *Atwood* v. *Holcomb,* 39 Conn. 270, 12 Am. Rep. 386. Claims presented by a bankrupt's family will be more closely scrutinized than if no such relation existed, and will never be allowed where to do so might open the door to fraud. *Ohio Valley Bank Co.* v. *Mack,* 20 Am. B. R. 40 (C. C. A.); *Robinson* v. *Elliott,* 22 Wall. (U. S.) 513, 22 L. Ed. 758. This seems to be the real basis of the decision in the principal case, for "to permit a recovery in such a case would enable insolvent debtors to use their children as a cover to defraud their creditors." In some States it is provided by statute that the earnings of an infant shall not be subject to the claims of the parent's creditors. See Va. Acts, 1897-8, p. 599.

PARTNERSHIP—APPLICATION OF ASSETS—RIGHTS OF CREDITORS.—Where the insolvent estates of a partnership and of its individual members were before the probate court for settlement, it was *held,* the assets of the partnership should be applied exclusively to the partnership debts and the individual assets *pari passu* to the partnership debts remaining unpaid, and the individual debts. *Robinson* v. *Security Co.* (Conn.), 87 Atl. 879. See NOTES, p. 135.

PRINCIPAL AND AGENT—FIDUCIARIES—ACQUISITION OF LEASE.—The defendant was employed as newspaper reporter, devoting only part of his time to the business. By reason of his employment he learned of the peculiar value of a lease to his employer, and that he was in default in payment of rent. Subsequently he secured a transfer of the lease to himself. *Held,* defendant holds lease as constructive trustee for the benefit of his employer. *Essex Trust Co.* v. *Enwright* (Mass.), 102 N. E. 441.

There exists between principal and agent a fiduciary relation which forbids the agent, without the assent of his principal, to acquire an interest in the subject of the agency adverse to his principal; and rights or interests thus obtained will be treated in equity as held by the agent in trust for his principal. *Trice* v. *Comstock,* 121 Fed. 620, 61 L. R. A. 176; *Boswell* v. *Cunningham,* 32 Fla. 277, 13 So. 354; *McNutt* v. *Dix,* 83 Mich. 328, 47 N. W. 212. And this rule applies not only where there exists a formal and technical fiduciary relation, such as guardian and ward, attorney and client, and principal and agent, but also to those informal relations which exist whenever one trusts in and relies upon another. *Thomas* v. *Whitney,* 186 Ill. 225, 57 N. E. 808. Even as to matters not properly the subject of the agency, knowledge obtained by an agent by reason of his employment, or as a result of confidence or trust imposed, cannot be used by the agent so as to prejudice the interests of his principal to his own advantage. *Gower* v. *Andrew,* 59 Cal. 119, 43 Am. Rep. 242. In the principal case the fact that defendant was not intrusted with the duty of securing the lease, and that he devoted only part of his time to the business is immaterial. A constructive trust arises whenever one, by means of information secured in his employ-